



METROPOLITAN  
TRANSPORTATION  
COMMISSION

Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700  
TEL 510.817.5700  
TTY/TDD 510.817.5769  
FAX 510.817.5848  
E-MAIL [info@mtc.ca.gov](mailto:info@mtc.ca.gov)  
WEB [www.mtc.ca.gov](http://www.mtc.ca.gov)

June 10, 2009

**Solicitation of Proposals**

The Metropolitan Transportation Commission (MTC) is soliciting proposals from firms interested in printing the **Final Transportation 2035 Plan**, described in Appendix A, *Printer Specification Sheet – Final T2035 Plan*, on page 2 of this Solicitation of Proposals (SOP).

If you are interested in providing a proposal based on the attached Specifications (Appendix A), please complete the attached Proposal Form (Appendix B) and Levine Act Statement (Appendix C) and **mail, fax, or deliver** to the attention of the Project Manager, Joe Curley, at the address below by **4 p.m. on Friday, June 19, 2009**. **Proposals received after that time and date will not be considered.**

A printer will be selected based on experience (including references), job turnaround time, price, availability of facilities and services (preference will be given to shops with 24/7 press capability and 24/7 pre-press capability), and quality of printed samples (if samples of work similar to the that requested under this SOP – an otabind book with two-color editorial and four-color cover – are not on file with MTC, please supply with your bid). Brokers may submit proposals, but must indicate on the proposal form they are brokers, and also indicate which printing plant and pre-press vendor they propose to use, and the locations of these subcontractors. If the subcontractors have not worked with MTC before, the broker should provide samples of their work. The selected printer will be issued a Purchase Order (Appendix D) incorporating the terms and conditions of this SOP. MTC's selection dispute procedure is attached as Appendix E.

Please contact the Project Manager, Joe Curley, at 510.817.5847, if you have any questions (e-mail is [jcurley@mtc.ca.gov](mailto:jcurley@mtc.ca.gov)). Proposals should be delivered or mailed to MTC, 101 Eighth Street, Oakland, CA 94607-4700 or faxed to 510.817.5848. If you are faxing a proposal, please alert the Project Manager with a phone call.

Sincerely,

  
Steve Hominger  
Executive Director

SH: JC

J:\CONTRACT\Procurements\Equipment-Supplies\SOPs\Printing SOPs\FY 08-09\Final T2035 Plan SOP.doc

*Scott Haggerty, Chair*  
Alameda County

*Adrienne J. Tissie, Vice Chair*  
San Mateo County

*Tom Azumbrado*  
U.S. Department of Housing  
and Urban Development

*Tom Bates*  
Cities of Alameda County

*Dean J. Chu*  
Cities of Santa Clara County

*Dave Cortese*  
Association of Bay Area Governments

*Chris Daly*  
City and County of San Francisco

*Bill Dodd*  
Napa County and Cities

*Dorene M. Giacomini*  
U.S. Department of Transportation

*Federal D. Glover*  
Contra Costa County

*Anne W. Halsted*  
San Francisco Bay Conservation  
and Development Commission

*Steve Kinsey*  
Marin County and Cities

*Sue Lempert*  
Cities of San Mateo County

*Jake Mackenzie*  
Sonoma County and Cities

*Jon Rubin*  
San Francisco Mayor's Appointee

*Bijan Sartipi*  
State Business, Transportation  
and Housing Agency

*James P. Sperring*  
Solano County and Cities

*Amy Rein Worth*  
Cities of Contra Costa County

*Ken Yeager*  
Santa Clara County

*Steve Hominger*  
Executive Director

*Ann Flemer*  
Deputy Executive Director, Operations

*Andrew B. Fremier*  
Deputy Executive Director,  
Bay Area Toll Authority

*Therese W. McMillan*  
Deputy Executive Director, Policy

## APPENDIX A: PRINTER SPECIFICATION SHEET – FINAL T2035 PLAN

<p><b>Job title:</b> Final Transportation 2035 Plan</p> <p><b>Quantity:</b> A. 2,000 B. 2,250 C. 2,500 (<i>bid all three quantities</i>)</p> <p><b>Cover page size:</b> 11" by 8.5" (landscape; opens flat to approx. 22.5"x 8.5," including .5" spine)</p> <p><b>Cover stock:</b> (Two FSC-certified options) <i>Option A:</i> 130 lb. Classic Crest cover, New 100% recycled bright white smooth <i>Option B:</i> 120 lb. Lustro Offset Environmental (LOE) dull cover, recycled, (<i>bid both stocks</i>)</p> <p><b>Cover prints:</b> 6 colors/3 colors <i>Side 1:</i> PMS 313 + CMYK + satin aqueous coating (bleeds all four sides) <i>Side 2:</i> PMS 313 + black + satin aqueous coating (bleeds all four sides)</p> <p><b>Divider page size:</b> 11" x 8.5"</p> <p><b>Divider pages:</b> 6</p> <p><b>Divider page stock:</b> (2 FSC-certified options) <i>Option A:</i> 80 lb. Classic Crest cover, New 100% recycled bright white smooth <i>Option B:</i> 80 lb. Lustro Offset Environmental (LOE) dull cover, recycled (<i>bid both stocks</i>)</p> <p><b>Divider pages print:</b> Sides 1 &amp; 2: PMS 313 + black + satin aqueous coating (bleeds all four sides) = 3 colors/3 colors</p> <p><b>Text page size:</b> 11" x 8.5"</p> <p><b>Number of text pages:</b> 150 pages (75 sheets)</p> <p><b>Text page stock:</b> 80 lb. Classic Crest text, New 100% recycled bright white smooth (FSC-certified)</p> <p><b>Text pages print:</b> Black + PMS 313 (duotones and bleeds); 2 colors/2 colors</p> <p><b>Artwork provided:</b> Digital artwork. Quark Xpress, Photoshop, Illustrator</p> <p><b>Printing:</b> Traditional or stochastic (printer to advise)</p> <p><b>Bindery:</b> Otabind, layflat binding, (<i>extra-strong glue</i>)</p>	<p><b>Proofing:</b></p> <ul style="list-style-type: none"> <li>• <b>Round 1:</b> One composed, high-res color proof of cover, dividers and all text pages; three bluelines (or equivalent) of entire publication, in book format.</li> <li>• <b>Round 2:</b> One revised, composed, high-res color proof of cover, dividers and all text pages (after MTC provides a <u>new, corrected Quark file</u> with corrected text and images for covers and text section; <u>printer to rip new file</u>); plus three revised bluelines (or equivalent).</li> <li>• <b>Round 3:</b> If needed, a third round of individual color proofs of affected pages.</li> </ul> <p><b>Dummies &amp; thumbnail pagination:</b> The printer selected to do the job will be asked to provide two paper dummies (one for MTC, one for Finger Design) with otabind binding and one thumbnail pagination (to Finger) showing how job will be stripped up for printing.</p> <p><b>Press checks:</b> MTC and Finger Design Associates to press check job</p> <p><b>Artwork to printer:</b> Late June 2009 (estimated)</p> <p><b>Deliveries:</b> Printer to pick up artwork from Finger Design Associates, 330 15th Street, Oakland, CA 94612, and deliver all proofs to Finger Design and to MTC, 101 Eighth Street, Oakland, CA 94607</p> <p>Deliver approx. 1/2 of final quantity to MTC and deliver other 1/2 to MTC's mail house (Mail Stream, 125 Mason Circle, Suite K, Concord, CA 94520 – Contact is Mary @ 925-676-6711; e-mail is <a href="mailto:mailstream@mail-stream.net">mailstream@mail-stream.net</a>)</p> <p>Bill: Attention: Accounting, MTC, 101 Eighth Street, Oakland, CA 94607-4700</p> <p><b>Note (1):</b> MTC reserves the right to adjust the number of pages, paper choice, the number or type of scans, the number of colors, the number of reports to be printed, the schedule or other variables; MTC will negotiate with the selected printer to adjust the price to accommodate any such changes.</p> <p><b>Note (2)</b> MTC will only accept direct-to-plate printing.</p> <p><b>Note (3)</b> Printer must be FSC-certified; eco-audit information to be provided.</p>
---	---

## APPENDIX B: PROPOSAL FORM - FINAL T2035 PLAN

<b>I. Price Quotation:</b>		
Submit prices for printing the <i>Final T2035 Plan</i> . All prices shall be firm fixed price lump sum amounts, exclusive of taxes	<b>Classic Crest stock (covers, dividers, text)</b>	<b>Lustro Offset stock (covers and dividers); Classic Crest for text</b>
<b>Price for 2,000</b> copies of <i>Final T2035 Plan</i> as described in Appendix A	\$	\$
<b>Price for 2,250</b> copies of <i>Final T2035 Plan</i> as described in Appendix A	\$	\$
<b>Price for 2,500</b> copies of <i>Final T2035 Plan</i> as described in Appendix A	\$	\$
If the paper(s) specified in Appendix A is not available, indicate paper selection here (recycled required) and attach samples of substitute paper		
<b>* Price for Author's Correction (AC) to one plate on one page at blueline stage</b>	\$	
<b>* Price for Author's Correction (AC) to one plate on one page while on press</b> (including cost of new plates if applicable). ( <i>Note: These figures will be the basis for calculating cost of ACs at either stage.</i> )	\$	
<b>Price per duotone scan (with hi-res color proof)</b> (If price varies per size, give range of prices or provide price sheet) <i>Note: MTC intends to provide all scans, but could change some images, which could require new scans.</i>	\$	
<b>Proof production period:</b> time needed to produce first proof (number of days after receipt of <u>art</u> from MTC)	_____ working days	
<b>Print and binding production period</b> time needed to produce book (number of days to deliver job after receipt of <u>approved final proofs</u> from MTC)  <i>Note: MTC's schedule for delivering files may change. We expect that printer will adhere to stated turnaround times regardless of when MTC delivers the file.</i>	_____ working days  For above items, please indicate if "working days" includes weekend days: Yes____ No____	

## APPENDIX B: PROPOSAL FORM – FINAL T2035 PLAN, continued

**Printing Firm:**

<b>II.</b>	<b>Experience/Equipment/Hours of Operation:</b>	
------------	---	--

Briefly describe your firm's experience and list equipment below; in the case of brokers, provide a list of the subcontractor's equipment. Also, please list your hours of operation for both printing and pre-press functions below. You can attach a brochure, and/or use the space below. *(Not necessary if you've done business with MTC within the past year.)*

[illegible]

## APPENDIX B: PROPOSAL FORM – FINAL T2035 PLAN, continued

<b>III.</b>	<b>Samples:</b>	
-------------	-----------------	--

Submit at least one sample of a two-color book similar to the work requested under this SOP. Proposer may also provide any other relevant samples. (Not necessary if you have recent samples on file at MTC.)

<b>IV.</b>	<b>Broker?</b> (yes/no)	<b>Broker Name</b>	
1.	<b>Printing Firm Name</b>		
	Printing Firm Address		
2.	<b>Film Vendor Name</b> (if applicable)		
	Film Vendor Address		

<b>V.</b>	<b>Printer's References</b> (provide at least 2 from similar projects; if bidder is broker, provide 2 references for printer and 2 for broker))		
1.	<b>Client's Name</b>		
	Contact Person		
	Address		
	City & Zip Code		
	Phone Number		
	Email Address		
	Type of Work Performed:		

## APPENDIX B: PROPOSAL FORM – FINAL T2035 PLAN, continued

<b>2.</b>	<b>Client's Name</b>	
	Contact Person	
	Address	
	City & Zip Code	
	Phone Number	
	Email Address	
	Type of Work Performed:	

<b>3.</b>	<b>Client's Name</b>	
	Contact Person	
	Address	
	City & Zip Code	
	Phone Number	
	Email Address	
	Type of Work Performed:	

*Submission of signed Proposal Form is a firm commitment to perform the work specified in Appendix A in accordance with this SOP.*

<b>VI.</b>	<b>Contractor's Signature</b>
Name of Proposing Firm	
Address	
City, State, Zip Code	
Phone Number/Fax No.	
Email address	
Name & Title of Authorizing Official	
Authorized Signature	

## APPENDIX C: CALIF. LEVINE ACT STATEMENT – FINAL T2035 PLAN

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Azumbrado  
Tom Bates  
Dean J. Chu  
Dave Cortese  
Chris Daly  
Bill Dodd

Dorene M. Giacomini  
Federal D. Glover  
Scott Haggerty  
Anne W. Halsted  
Steve Kinsey  
Sue Lempert  
Jake Mackenzie

Jon Rubin  
Bijan Sartipi  
James P. Spering  
Adrienne J. Tissier  
Amy Rein Worth  
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

\_\_\_ YES \_\_\_ NO

If yes, please identify the commissioner: \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

\_\_\_ YES \_\_\_ NO

If yes, please identify the commissioner: \_\_\_\_\_

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_  
(TYPE OR WRITE NAME OF COMPANY)

## **APPENDIX D: GENERAL CONDITIONS FOR PURCHASE ORDER - FINAL T2035 PLAN**

### **1. DEFINITIONS**

- a. MTC. Includes the Metropolitan Transportation Commission, the Metropolitan Transportation Commission Service Authority for Freeways and Expressways, or the Bay Area Transportation Authority.
- b. Supplier. The individual, firm, partnership, corporation or combination thereof to whom a Purchase Order is mailed or otherwise furnished by MTC.
- c. Contract. The legal agreement between MTC and the Supplier, which includes the terms of any written solicitation of Bids or Proposals and any deviation from the written specifications expressly accepted by MTC; the Supplier's bid, proposal, or offer; and all terms and conditions set forth in or attached to this Purchase Order. In the event of a conflict between one or more provisions of the Contract, the more specific or stringent provision with respect to Supplier's performance of the work shall apply.

### **2. ACCEPTANCE OF OFFER**

This purchase order constitutes MTC's acceptance of Supplier's offer and becomes a binding contract, as defined above, when it is signed by MTC and mailed to Supplier. No revisions to or assignments of this order shall be valid unless in writing and signed by an authorized representative of MTC.

### **3. PERFORMANCE OF WORK**

Supplier shall accomplish all the work and furnish all materials necessary for the completion of the work in a good, workmanlike and thorough manner and to the satisfaction of MTC, in accordance with the Contract.

### **4. CONTRACT PRICE**

The firm fixed price(s) or other maximum payment set out in this purchase order, which includes full compensation to Supplier for performing all work required by the Contract, including all applicable federal, state and local taxes.

### **5. VARIATION IN QUANTITY, QUALITY OR PERFORMANCE**

Any variation in the quantity, quality or performance of any item or service called for by this order shall be grounds for termination by default by MTC, as provided in 8a, unless approved by MTC in writing.

### **6. PACKAGING AND CRATING**

All items shall be packed by Supplier in suitable containers for protection in shipment and storage. Prices set forth in this order include all charges for Supplier's packing, crating and marking for transportation to f.o.b. point.

### **7. INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Supplier.

### **8. TERMINATION**

- a. If Supplier fails to comply with any of the provisions of the Contract, or in the event Supplier becomes the subject of a proceeding under state or federal law for relief of creditors, or if Supplier makes an assignment for the benefit of creditors, MTC shall have the right to hold Supplier in default and cancel this order in whole or in part. In each event, MTC may obtain the items covered by the cancelled order from another Supplier and, if Supplier was selected as a result of a competitive procurement process, Supplier shall reimburse MTC for the excess cost to MTC, if any.
- b. Without affecting its right to cancel this order under paragraph (a) above, MTC may terminate this order in whole or in part prior to shipment of goods or provision of services at no cost by providing written notice to the Supplier. In such event, MTC shall reimburse Supplier for non-recoverable costs incurred to date, not to exceed the Contract Price.



9. SCHEDULE

Unless otherwise agreed, material commitments and production arrangements should not be made by Supplier in excess of the amount or in advance of the time necessary to meet the specified delivery schedule. Time is of the essence in filling this order, and it is Supplier's responsibility to comply with MTC's delivery directions and/or schedule. Failure to deliver any item or provide any service called for by the contract within the time called for shall be grounds for termination for default as provided in 8.a.

10. INDEMNIFICATION

Supplier shall indemnify and hold harmless MTC and its officers, agents and employees from and against all claims, demands, suits, loss damage, injury and liability, including any and all costs and expenses incurred in connection therewith, however caused, resulting from, arising out of or in any way connected with Supplier's performance of the Contract, including delivery of materials or equipment to MTC at the time and point of delivery indicated when delivery is an obligation of Supplier under the Contract.

11. INDEPENDENT CONTRACTOR

Supplier is an independent contractor and not an employee or agent of MTC.

12. PAYMENT

Supplier shall submit an invoice to MTC within thirty days after completion of work, unless otherwise specified in purchase order. MTC will pay invoices no later than thirty (30) days after their receipt conditioned upon approval of work done and amount billed. Invoices shall be made in writing and delivered or mailed to MTC as follows: Accounting Section, MTC, Joseph P. Bort MetroCenter, 101 Eighth Street, Oakland, CA 94607-4700.

## **APPENDIX E: SOP PROTEST PROCEDURE – FINAL T2035 PLAN**

A proposer may object to a provision of the SOP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular consultant on the grounds that MTC procedures, the provisions of the SOP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

- 1) No later than three (3) working days prior to the date proposals are due, for objections to SOP provisions; or
- 2) No later than three (3) working days after the date on which the proposer is notified that contract award has been authorized to another proposer, for objections to vendor selection.

The MTC Section Director responsible for the procurement will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular Contractor shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the MTC Section Director.

Should the Proposer wish to appeal the decision of the MTC Section Director it may file a written appeal with the MTC Executive Director, no later than three (3) working days after receipt of the written response from the MTC Section Director. The Executive Director's decision will be the final agency decision.